IT Professional Technical Services
Master Contract Program
T#:902TS

Statement of Work (SOW) For Technology Services

Issued By
Minnesota Department of Human Services (DHS)
And
Minnesota Office of Enterprise Technology at DHS (MN.IT@DHS)

Project Title
Sustain Software AG software products used by the PRISM
application

Service Categories:
Database Administration and Architecture Planning & Assessment -
Technical
(vendor must be approved in both categories)

Contents

Business Need

Minnesota Department of Human Services (DHS) administers and supervises a variety of economic support, health care, and social service programs intended to improve people's health and well-being and help people live as independently as possible.

The Child Support Enforcement Division (CSED) uses a computer system called PRISM (Providing Resources to Improve Support in Minnesota). It is a federally mandated computer system that supports Minnesota's Child Support Enforcement program in efforts to:
• Locate missing non-custodial parents.
• Implement automatic withholding with employers for support.
• Enforce child support orders.
• Centralize receipt and disbursement of child support payments as required by federal law.
• Supports approximately 251,000 open child support cases affecting approximately 408,600 parents and their 260,200 children.
• Processes and disburses payments of $603 million annually.
• Processes approximately $51,600,000 in payments per month, receipting incoming payments within 24 hours, and issuing payments the following business day (through the DHS Child Support Payment Center).

Services Required

DHS expects to secure one (1) highly skilled technologist to provide technical expertise and advanced knowledge surrounding the technical infrastructure, architecture, and security of the PRISM application systems. The PRISM application system uses the Software AG product set of software for the databases of those systems, the database and application servers that host those systems, how the systems interface with each other, and the person will serve as a technical lead for the continuity of operations activities. This position provided technical leadership in defining, establishing and supporting the infrastructure for CSED systems using Software AG products. Major duties include:
1. Overall responsibility for the design of PRISM and MSCO infrastructure and administration of databases using ADABAS.
 2. Evaluate, analyze, install and support system software and related upgrades and components for PRISM and MN Child Support.
3. Provide direct assistance and technical support to other CSED technical staff and to technical staff from other partners.

 The ideal candidate must be a seasoned technologist with a proven track record in installing and maintaining Software AG products in a high availability environment.

Project Milestones and Schedule

Expected start date: January 28, 2013
Expected end date: January 28, 2014

Work plan for this SOW period of time:

Maintain Software AG product set.

Unless noted below we will not install new releases of Software AG products. Periodically, apply maintenance zaps and INPL cumulative fixes as required. Continue to update product set with maintenance zaps. Apply INPL cumulative changes if they are necessary.

ADABAS – current version 8.2.2. Version 8.2.4 should be installed before the end of the year. If an upgrade is required it will be scheduled the **3rd or 4th quarter of 2013**.

ENTIRE-X – current version 8.1.1. Install version 8.2.2, waiting on the web team to finish converting web services. Need to remove Attach Manager from Entire-x and our infrastructure. **Plan for 1st quarter of 2013**. Apply corrective maintenance that needs to be applied to this product, generally because we've found a problem. Coordinate with Software AG and IBM.

PREDICT – current version 4.6.1. Apply maintenance if needed.

Maintain other mainframe products

APAS/INSIGHT – current version 5.1. CA is no longer supporting this product. Nothing needs to be done so long as a new release of other software doesn't break it. Used for Conflict of Interest cases.

ADASTRIP – current version 505c. Used by PWQQ3904. Continue to update as necessary. **2nd quarter of 2013.**

ADAREORG – current version 302f. Product is used by DBAs. Continue to update as necessary. **2nd quarter of 2013.**

TRELATIONAL/DPS -- We do not do much with this. It's a Natural INPL install usually done by our staff.

CHART -- In use.

ESTIMATED TOTAL HOURS: 100

Coordinate with MN.IT@CENTRAL when they install new system software

CICS upgrades – Expect there will be a CICS upgrade sometime in early 2013. ADABAS CICS and Natural CICS needs to be changed and tested. CICS printing can sometimes be an issue. **Plan 1st or 2nd quarter of 2013**.

Operating system upgrades –once a year in the fall. Test Adabas and Prism, and to some degree, Entire-x on a test LPAR. Printing can be an issue this, and well as ACF2 security. **Plan 3rd quarter of 2013.**

Printing -- make sure all of our software is functional. Includes testing on test LPAR   Especially important when doing MVS upgrades. **Plan 3rd quarter of 2013.**

ESTIMATED TOTAL HOURS: 100

Disaster Recovery

One exercise per year usually in the spring. Changing from Sunrise to Tivoli AB&R. New DR procedures will have to be developed because of this new product. We've started working with it and it will take some time before we fully understand it. We would figure out and document how to use this product. We would also expect to attend the DR exercise in 2013. **Plan 1st or 2nd quarter of 2013.**

ESTIMATED TOTAL HOURS: 250

Install and maintain products on web developers' virtual servers

RAD/Web sphere
StarTeam Client/Server database
Altova XMLSpy
Entire-X
General support of the 15 Vin100 servers

Install new versions of software that is used for web development. .

Download and apply fixes from all vendors for all supported products. Test to make sure there are no problems, and install on developer's virtual servers.

ESTIMATED TOTAL HOURS: 200

Build and publish MCSO to QA.

Currently have three (3) web applications that run on four (4) QA environments and one production environment

Employers
Participants
Welcome

Once or twice a month publish new code for one of more of these apps to QA.

ESTIMATED TOTAL HOURS: 50

Prism (Child Support system) care and feeding

Monitor database space utilization. Expand database container files to accommodate projected growth. **Plan 2nd or 3rd quarter of 2013**.

Monitor database shutdown statistics. Look for anomalies.

Restore databases, files, etc. as requested.

First line of defense when there is a problem with a database. Work with MN.IT@CENTRAL and use products like TMON, Insight, AOS, system logs, etc. to determine problem.   Work with Software AG support and MN.IT@CENTRAL help desk.

Help WEB developers when they come to me with problems. At times the problems are hard to identify and difficult to solve.

ESTIMATED TOTAL HOURS: 100

ESTIMATED TOTAL HOURS FOR ALL OF THE ABOVE: 800

Project Environment (State Resources)

The vendor will work side by side with key DHS/MN.IT staff assigned to ensure these work activities are completed as expected. The Systems Supervisor, Anthony Bokhorst, will manage all work on the project. The selected vendor may work onsite and/or offsite as deemed suitable by the Systems Supervisor. It is expected onsite will be at the DHS Central Office location. Offsite as determined suitable by the Systems Supervisor. DHS will provide appropriate work space for onsite work needs.

Agency Project Requirements

- The vendor's work must comply with project standards.
- The vendor must work collaboratively with state staff at each step of the project milestones.
- The vendor will be required to sign a confidentiality agreement in which they agree to protect data according to state and federal mandates and to complete security and HIPAA training provided by DHS.
- Work times and work locations must be approved by the Systems Supervisor.

Responsibilities Expected of the Selected Vendor

- The selected vendor must be willing to demonstrate in such a way that the State can successfully understand the software functionality and ongoing maintenance work as deemed appropriate.
- The selected vendor will provide status reports as requested by project management, to report on accomplishments from the previous reporting period and preview work scheduled for the coming reporting period.
- As requested, the selected vendor will meet with the Systems Supervisor or their designee to answer questions related to the engagement, review status reports, and/or discuss issues and strategies to address those issues.

Required Skills and Experience

The vendor must be qualified, before the response deadline, for the Minnesota Office of Enterprise Technology (MN.IT@CENTRAL) service categories indicated on the cover page of this SOW, under its 902TS IT Professional/ Technical Services Master Contract with the Office of Enterprise Technology

Proposed resource(s) must possess the following experience:
- Minimum seven (7) years of technical support duties including planning, installation and maintenance of vendor software (Software AG), customization, monitoring, tuning, administration, problem solving and consulting on the z/Server environment;
- Minimum seven (7) years mainframe database administration duties (ADABAS database management system) including planning, space management, database and table consulting and maintenance of environments for application development;
- Minimum seven (7) years creation and maintenance to automate manual procedures using supporting software tools.

Desired Skills

- Strong experience with web-based development and support.
- Experience communicator with the ability to create written reports;
- Experience working with a diverse group of stakeholders (e.g. Management, Team Leads, and other technical staff);
- Ability to facilitate discussions and lead decision-making with cross-functional teams.

Process Schedule

Questions submitted by: January 14, 2013
Answers posted to Office of Enterprise Technology website by: January 17, 2013
Responses due by: January 21, 2013
Expected notification to winning vendor: January 24, 2013
Anticipated Work start date: January 28, 2013

Questions

Questions regarding this Statement of Work must be submitted via e-mail by 4:30 p.m. Central Standard Time **January 14, 2013** to greg.dzieweczynski@state.mn.us

It is anticipated that questions and answers will be posted on the Office of Enterprise Technology website by 4:30 p.m. Central Standard Time on **January 17, 2013** (http://www.MN.IT@Central.state.mn.us/mastercontract/statements/mcp902ts_active.html).

SOW Evaluation Process

Responses received by the due date and time will be evaluated according to the following evaluation criteria:

Step 1: Pass/Fail on Required Skills and Experience. If the state determines that the vendor failed to meet one or more of the requirements, or if the vendor did not submit sufficient information to make the pass/fail determination, then the Response will be eliminated from further review.

Step 2: Evaluation of responses that pass Step 1, based on the following criteria:
- Required Skills and Experience (40%)
- Desired Skills (20%)
- Three References (10%)
- Cost (30%)

At any time during the evaluation phases, the State may contact a vendor for additional or missing information or for clarification of the Response. However, the State does not guarantee that it will request information or clarification outside of the submitted written response. To avoid the possibility of failing the evaluation phase or of receiving a low score due to inadequate information, it is important that the vendor submits a complete Response and meets **all** requirements fully.

Responding vendors are encouraged to use the following table in their responses to ensure the qualifications of each proposed resource are apparent:

Proposed Resource Name	Proposed role on project (Database Administration, System software installation)	Describe how Resource Meets Required Skills and Experience	Describe how Resource Meets Desired Skills and Experience	Client References for Proposed Resource

Statement of Work does not obligate the state to award a work order or complete the assignment, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest. The Agency reserves the right to reject any and all proposals.

Response Requirements

- Introduction
- Company overview
- Detailed introduction to each proposed resource, including resume and references
  1) Proposed role
  2) Details of relevant experience
  3) Resume for each proposed resource
  4) References: provide three client references for each proposed project resource
  5) Availability: identify any constraints on the resource's availability
- Cost for each proposed resource
  - Hourly rate by individual resource
  - Limitations on the hours per week or total weeks the individual resource may be committed to the project
  - Rates cannot exceed the hourly rates identified in respondent's 902TS master contract
- Conflict of interest statement as it relates to this project
- Required forms to be returned or additional provisions that must be included in proposal
  a) Affirmative Action Certificate of Compliance (if over $100,000)
     http://www.mmd.admin.state.mn.us/doc/affaction.doc
  b) Affidavit of non-collusion
     http://www.mmd.admin.state.mn.us/doc/noncollusion.doc
  c) Certification Regarding Lobbying
     http://www.mmd.admin.state.mn.us/doc/lobbying.doc
  d) Veteran-Owned/Service Disabled Veteran-Owned Preference Form
     http://www.mmd.admin.state.mn.us/doc/vetpref.doc

Proposal Submission Instructions

Responses must be received no later than **January 21, 2013**, 4:30 p.m., and should be submitted via e-mail to greg.dzieweczynski@state.mn.us. Responses sent to any other e-mail address will not be considered. The emailed response should contain two attached pdf files, one containing the cost proposal only and the other containing all other response materials, these files should be labeled "Cost Proposal" and "Response," respectively. The subject line of the response e-mail should be: SOW Response - **Sustain Software AG software products used by the PRISM application**

The price/terms guarantee for respondents must extend at least 90 days from the date of submission.

The State must receive the Responses in full as described in the Response Requirements section above.

General Requirements

Proposal Contents
By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of a work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

Liability
Each party will be responsible for its own acts and behavior and the results thereof. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the State's liability.

Disposition of Responses
All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, Include a statement with its response justifying the trade secret designation for each item, and
defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Conflicts of Interest
Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor

has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

IT Accessibility Standards
Responses to this solicitation must comply with the Minnesota IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at: **http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf**

Nonvisual Access Standards
Nonvisual access standards require:

1) The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
2) That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
3) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
4) That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Preference to Targeted Group and Economically Disadvantaged Business and Individuals
In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. Eligible TG businesses must be currently certified by the Materials Management Division prior to the solicitation opening date and time. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at mmdhelp.line@state.mn.us. For

TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Veteran-owned/Service Disabled Veteran-Owned Preference
In accordance with Minnesota Statute §16C.16, subd. 6a, veteran-owned businesses with their principal place of business in Minnesota and verified as eligible by the United States Department of Veterans Affairs' Center for Veteran Enterprises (CVE Verified) will receive up to a 6 percent preference in the evaluation of its proposal.

Eligible veteran-owned small businesses include CVE verified small businesses that are majority-owned and operated by either recently separated veterans, veterans with service-connected disabilities, and any other veteran-owned small businesses (pursuant to Minnesota Statute §16C.16, subd. 6a).

Information regarding CVE verification may be found at http://www.vetbiz.gov.

Eligible veteran-owned small businesses should complete and **sign** the **Veteran-Owned Preference Form** in this solicitation. Only eligible, CVE verified, veteran-owned small businesses that provide the required documentation, per the form, will be given the preference.

Responder must agree to the following information privacy and security language for this Statement of Work:

For purposes of executing its responsibilities and to the extent set forth in this contract, the CONTRACTOR will be considered part of the "welfare system," as defined in Minnesota Statutes, section 13.46, subdivision 1.

    Information Covered by this Provision. In carrying out its duties, CONTRACTOR will be handling one or more types of private information, collectively referred to as "protected information," concerning individual STATE clients. "Protected information," for purposes of this agreement, includes any or all of the following:

(a) Private data (as defined in Minn. Stat. §13.02, subd. 12), confidential data (as defined in Minn. Stat. §13.02, subd. 3), welfare data (as governed by Minn. Stat. §13.46), medical data (as governed by Minn. Stat. §13.384), and other non-public data governed elsewhere in the Minnesota Government Data Practices Act (MGDPA), Minn. Stats. Chapter 13;
(b) Health records (as governed by the Minnesota Health Records Act [Minn. Stat. §§144.291-144.298]);
(c) Chemical health records (as governed by 42 U.S.C. § 290dd-2 and 42 CFR § 2.1 to § 2.67);
(d) Protected health information ("PHI") (as defined in and governed by the Health Insurance Portability Accountability Act ["HIPAA"], 45 CFR § 164.501); and
(e) Electronic Health Records (as governed by Health Information Technology for Economic and Clinical Health Act (HITECH), 42 USC 201 note, 42 USC 17931); and
(f) Other data subject to applicable state and federal statutes, rules, and regulations

affecting the collection, storage, use, or dissemination of private or confidential information.

Duties Relating to Protection of Information.

(a) Duty to ensure proper handling of information. CONTRACTOR shall be responsible for ensuring proper handling and safeguarding by its employees, subcontractors, and authorized agents of protected information collected, created, used, maintained, or disclosed on behalf of STATE. This responsibility includes ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed above..

(b) Minimum necessary access to information. CONTRACTOR shall comply with the "minimum necessary" access and disclosure rule set forth in the HIPAA and the MGDPA. The collection, creation, use, maintenance, and disclosure by CONTRACTOR shall be limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." *See*, respectively, 45 CFR §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.

(c) Information Requests. Unless provided for otherwise in this Agreement, if CONTRACTOR receives a request to release the information referred to in this Clause, CONTRACTOR must immediately notify STATE. STATE will give CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

Contractor's Use of Information.

CONTRACTOR shall:

(a) Not use or further disclose protected information created, collected, received, stored, used, maintained or disseminated in the course or performance of this Agreement other than as permitted or required by this Agreement or as required by law, either during the period of this agreement or hereafter.

 b) Use appropriate safeguards to prevent use or disclosure of the protected information by its employees, subcontractors and agents other than as provided for by this Agreement. This includes, but is not limited to, having implemented administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentially, integrity, and availability of any electronic protected health information that it creates, receives, maintains, or transmits on behalf of STATE.

(c) Report to STATE any privacy or security incident regarding the information of which it becomes aware. For purposes of this Agreement, "Security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to STATE not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use

or disclosure; (2) Identify the PHI used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as STATE may reasonably request.

(d) Consistent with this Agreement, ensure that any agents (including Contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

(e) Document such disclosures of PHI and information related to such disclosures as would be required for STATE to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(f) Mitigate, to the extent practicable, any harmful effects known to it of a use, disclosure, or breach of security with respect to protected information by it in violation of this Agreement.

State's Duties.
STATE shall:
(a) Only release information which it is authorized by law or regulation to share with CONTRACTOR.

(b) Obtain any required consents, authorizations or other permissions that may be necessary for it to share information with CONTRACTOR.

(c) Notify CONTRACTOR of limitation(s), restrictions, changes, or revocation of permission by an individual to use or disclose protected information, to the extent that such limitation(s), restrictions, changes or revocation may affect CONTRACTOR's use or disclosure of protected information.

(d) Not request CONTRACTOR to use or disclose protected information in any manner that would not be permitted under law if done by STATE.

Disposition of Data upon Completion, Expiration, or Agreement Termination. Upon completion, expiration, or termination of this Agreement, CONTRACTOR will return to STATE or destroy all protected information received or created on behalf of STATE for purposes associated with this Agreement. A written certification of destruction or return to Authorized Representative listed in 6.1 is required. CONTRACTOR will retain no copies of such protected information, provided that if both parties agree that such return or destruction is not feasible, or if CONTRACTOR is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this Agreement, CONTRACTOR will extend the protections of this Agreement to the protected information and refrain from further use or disclosure of such information, except for those purposes that make return or destruction infeasible, for as long as CONTRACTOR maintains the information. Additional information for destruction and handling is available in the DHS Information Security Policy, Policy numbers 3.7, and 2.19, found at http://edocs.dhs.state.mn.us/lfserver/Legacy/DHS-4683-ENG.

Sanctions. In addition to acknowledging and accepting the terms set forth in Section 10 of this Agreement relating to indemnification, the parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions by the U.S. Department of Health and Human Services, Office for Civil Rights, and/or in civil and criminal penalties.

Criminal Background Check Required

The State is responsible for providing a safe work environment for its employees and customers as well as protecting and safeguarding protected information about individuals and the State's financial, physical, technological and intellectual property. As State provides employment opportunities for qualified persons, it must also ensure the safety and security of all State employees, customers and assets.

Therefore, all contracted employees who are working in State's Central Office locations are required to either:

1) Provide evidence of a computerized criminal history systems background check (hereinafter CCH background check") performed by the contractor within the last 12 months for each of contractor's employee's working in State's Central Office. "CCH background check" is defined as a background check including a search of the computerized criminal history system of the Minnesota Department of Public Safety's Bureau of Criminal Apprehension.

or

2) Fill out and submit an informed consent form for criminal background check provided by State for each of contractor's employee's working in State's Central Office. State will conduct a criminal background check using the computerized criminal history system of the Minnesota Department of Public Safety's Bureau of Criminal Apprehension.

An unsatisfactory background check may result in withdrawal of a contract offer.